



Finance  
Purchasing Division  
305 Chestnut Street, 5<sup>th</sup> Floor  
Post Office Box 1810  
Wilmington, NC 28402-1810

910 341-7830  
910 341-7842 fax  
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September 1, 2009

### NOTICE

*Upon receiving this proposal by internet, email [julia.vosnock@wilmingtonnc.gov](mailto:julia.vosnock@wilmingtonnc.gov) to register as a prospective respondent. Failure to register as a prospective respondent may result in your firm not receiving proposal addenda. Failure to acknowledge proposal addenda with your submittal may cause your proposal to be considered non-responsive.*

**Re: Request for Quote – S5-0909  
City Wide Tree Planting**

Dear Sir or Madame:

This Request for Quote will provide your firm with sufficient specifications to enable you to prepare and submit a proposal for the sale and installation of 227 trees to be planted at various locations throughout the City of Wilmington.

The Request for Quote includes specifications of the product and services including general terms and conditions of any subsequent contract. The specifications, as defined herein, may be modified after final selection of the contractor. The general terms and conditions are part of any submitted proposal and will be incorporated into any subsequent contract. Submission of a proposal shall constitute acceptance of these terms and conditions. Conditional responses may be rejected.

In order for your proposal to be considered responsive, it must include:

- A completed Proposal Sheet
- Any exceptions must be stated in a separate letter

A committee will review the quote and determine the lowest responsible responsive bidder.

**One (1) copy of your proposal must be submitted to Daryle Parker, Purchasing Manager, P.O. Box 1810, 305 Chestnut Street, 5<sup>th</sup> Floor, Wilmington, N.C. 28402 no later than 3:00pm, September 15, 2009**

Questions concerning the scope of work for this quote should be address to Ms. Nina Johnston, Project Manager or Mr. Ricky Midgette at (910) 341-7852.

Questions, concerning the proposed contract terms and conditions should be addressed to my office. I hope to receive your proposal for this work.

Sincerely,

Daryle L. Parker  
Purchasing Manager

Enclosure

CC: Nina Johnston  
Ricky Midgette

STATE OF NORTH CAROLINA

CONTRACT NO: S5-0909

COUNTY OF NEW HANOVER

AGREEMENT BETWEEN  
THE CITY OF WILMINGTON, NORTH CAROLINA  
AND  
\_\_\_\_\_

THIS AGREEMENT, made this the \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the CITY OF WILMINGTON, NORTH CAROLINA (hereinafter called "CITY"), a municipal Corporation located in New Hanover County, North Carolina; and 1. a corporation organized under the laws of the State of \_\_\_\_\_; 2. a non-profit corporation organized under the laws of the State of \_\_\_\_\_; 3. an unincorporated association having its principal place of business in \_\_\_\_\_; 4. a resident of \_\_\_\_\_; or 5. owner of a partnership organized under the laws of the State of \_\_\_\_\_, (hereinafter called "CONTRACTOR").

W I T N E S S E T H:

**1. GENERAL**

The City of Wilmington is seeking to obtain quotes for supplying labor and materials required for the planting of approximately 227 trees within the City of Wilmington. You are requested to submit your quote on the enclosed Proposal Sheet and return the entire package to the Purchasing Manager, City of Wilmington, Post Office Box 1810, Wilmington, North Carolina 28402 no later than 3:00pm on September 15, 2009.

**2. SPECIFICATIONS**

**Compliance With Specifications**

Your quote must be in strict compliance with the specifications. Exceptions are to be listed separately in a letter which will become a part of your proposal, otherwise it is fully understood that the trees offered are exactly as specified. The City of Wilmington reserves the right to allow or disallow minor deviations from the specifications in order to purchase what is best for the City from a standpoint of quality, price and service to be rendered.

### **Shipping**

All prices are to be quoted F.O.B delivered, unless otherwise specified. Risk of loss and/or damage shall be upon the seller until such time as the goods have been physically delivered and accepted by the buyer.

### **Unit Prices to Prevail**

Prices shall be submitted on per unit basis by line item. In the event of a disparity between the unit price and the extended price, the unit price shall prevail.

### **Quote Price Corrections**

All prices and notations shall be written in ink or typed. Changes or corrections made on the quote form must be initialed by the individual signing the quote. No corrections will be permitted once quotes have been received by the Purchasing Office.

### **Guarantee**

Contractor shall guarantee trees survival through April 1, 2011 one (1) year plus after completion date. Replacement trees must be of the same size and species as initially selected and to the satisfaction of the Tree Management Division of the City of Wilmington. 10% of the total bid will be held by the City to ensure that the terms of this contract are met. Prior to the start date, a meeting will be scheduled between the tree Management Division and the contractor to discuss the project.

### **Inspection**

Trees will be inspected by the Urban Forest or designee prior to installation with right of refusal when trees do not meet the American Standard for Nursery Stock ANZI Z60.1-2005. The City may reject plant materials for poor condition upon arrival, damage in shipment, excessively dry or wounded trunks.

### **Delivery**

The contractor must complete work within thirty (30) days of a selected start date of this contract.

### **Point of Delivery**

The Point of Delivery shall be the specified location listed on pages C5-C10.

### **Taxes**

The City of Wilmington is exempt from and will not pay federal taxes. An exemption certificate will be furnished upon request. North Carolina and local sales tax shall be shown as a separate item. Sales tax will not be a consideration in the award.

### **Terms and Conditions**

Payment will be made by the City of Wilmington 30 days after complete delivery and receipt of a correct invoice as can be processed with these specifications.

Terms and Conditions attached to the quote by the bidder and made a condition of purchase may Render the quote non-responsive and may be rejected by the City of Wilmington.

Terms and Conditions included herein are an integral part of the quote document and shall prevail unless changes or attachment are agreed to and initialed by the Coty of Wilmington prior to the award of the quote.

### **Retainage**

The City of Wilmington shall retain 10% of the total invoice until April 1, 2011 in order to insure replacement trees will be installed.

## **TECHNICAL SPECIFICATIONS QUOTE NAME: CITY WIDE TREE PLANTING QUOTE NUMBER: S5-0909**

### **Intent**

It is the intent of these specifications to describe the Tree Plantings. You are requested to quote on the listed items.

### **Quantities & Quote Prices**

The City of Wilmington reserves the right to add or delete quantities or specific locations. The quote shall be submitted on a unit price basis for purchase, planting and maintaining each type of tree until April 1, 2011.

### **Award**

Award will be made to the lowest responsive responsible bidder for all trees and labor to plant. All items must be bid in order to be considered for the award.

### **Contacts**

Questions concerning the scope of this quote should contact Nina Johnston, Project Manager or Mr. Ricky Midgett, Tree Supervisor at (910) 341-7852.

### **Tree Planting Specification**

- A. Tree will be planted with the top of the root ball or root flare 1” to 2” above existing grade and in direction that the “best side” can be seen from the “best view”.
- B. Top half of wire basket and burlap will be cut back and removed along with all potential girdling twine.
- C. Add a 2” water ring with excess soil to each tree and mulch with 3” to 5” of aged pine bark mulch or mini chips keeping mulch away from root collar.
- D. Trees are to be watered at time of planting and throughout the term of this contract. supplemental watering is recommended for tree survival.
- E. Pruning should be done to eliminate rubbing, remove dead or broken limbs, improve the appearance or to remove a branch that is drooping or sticking out to far that may present an obstruction to passing pedestrians or vehicles.
- F. Stakes and support ties are required if tree needs support to remain upright or if protection is needed from vehicle or people. (See diagram, page C-11)
- G. Stakes and strapping will be removed by contractor after the tree is established or at the request of the City.
- H. Work will not start before 7:00am each morning Monday through Friday. Weekend work must be scheduled in advance with the General Supervisor.
- I. Contractor shall remove dead trees at time of replacement or at the request of the City.
- J. Replacement of tree constitutes the following: one half of tree does not leaf out, crown dies out, trunk splitting, dying or dead tree per City Tree Supervisor and or Urban Forester.
- K. Maintenance issues must be taken care of by the contractor (ie: tree falls during a storm or hit by a vehicle) during the warranty period for this contract.
- L. It is the contractors responsibility to contact NC One Call for underground utilities at (800) 632-4949 prior to digging.
- M. Trees will be inspected by the Urban Forest or designee prior to installation with right of refusal when trees do not meet the American Standard for Nursery Stock ANZI Z60.1-2005. The City may reject plant materials for poor condition upon arrival, damage in shipment, excessively dry or wounded trunks.

| <u>Location</u>  | <u>Grid</u> | <u>Variety</u>                        | <u># Trees</u> | <u>Size</u> | <u>Notes</u>                                 |
|------------------|-------------|---------------------------------------|----------------|-------------|--|
| 201 Market St    | 1           | Honey Locust ( thornless )            | 1              | 2 1/2-3"    | on 2nd St side                               |
| 220 N 4th St     | 1           | Highrise Live Oak                     | 1              | 2 1/2-3"    |  |
| 201 Market St    | 1           | Honey Locust ( thornless )            | 1              | 2 1/2-3"    | on 2nd St side                               |
| 220 N 4th St     | 1           | Highrise Live Oak                     | 1              | 2 1/2-3"    |  |
| 511 Grace St     | 2           | Yoshino Cherry, Prunus x yedoensis    | 1              | 2 1/2-3"    |  |
| 518 Grace St     | 2           | Highrise Live Oak                     | 1              | 2 1/2-3"    |  |
| 409 Anderson St  | 2           | Crape Myrtle, tuscara                 | 2              | 10-12'      | 1 1/2-2" caliper, 2-3 stem                   |
| 515 Chestnut St  | 2           | Willow Oak ( Quercus phellos )        | 1              | 2 1/2-3"    |  |
| 1619 Chestnut St | 2           | Highrise Live Oak                     | 1              | 2 1/2-3"    |  |
| 408 N 5th St     | 2           | Willow Oak ( Quercus phellos )        | 1              | 2 1/2-3"    |  |
| 16 N 7th St      | 2           | Flowering Dogwood (Cornus florida )   | 2              | 2 1/2-3"    |  |
| 202 N 9th St     | 2           | Shumard Oak ( Quercus shumardi )      | 1              | 2 1/2-3"    | on Chestnut St side                          |
| 216 N 9th St     | 2           | Crape Myrtle, tuscara                 | 1              | 10-12'      | 1 1/2-2" caliper, 2-3 stem                   |
| 920 Walnut St    | 2           | Willow Oak ( Quercus phellos )        | 1              | 2 1/2-3"    | on 10th St side                              |
| 301 N 10th St    | 2           | Willow Oak ( Quercus phellos )        | 1              | 2 1/2-3"    |  |
| 303 N 10th St    | 2           | Willow Oak ( Quercus phellos )        | 1              | 2 1/2-3"    |  |
| 928 N 4th St     | 3           | Foster Holly ( Ilex x attenuata # 2 ) | 1              | 10-12'      | tree formed                                  |
| 924 N 5th St     | 4           | Willow Oak ( Quercus phellos )        | 1              | 2 1/2-3"    | on Harnett St side                           |
| 1010 N 5th St    | 4           | Forest Pansy Redbud                   | 1              | 2 1/2-3"    |  |
| 1102 N 8th St    | 4           | Flowering Dogwood (Cornus florida )   | 2              | 2 1/2-3"    |  |
| 716 McRae St     | 4           | Flowering Dogwood (Cornus florida )   | 1              | 2 1/2-3"    | 1 left of walkway, & 1 by pole # RA40L       |
| 1102 McRae St    | 4           | Yoshino Cherry, Prunus x yedoensis    | 1              | 2 1/2-3"    | right of driveway                            |
| 1102 McRae St    | 4           | Crape Myrtle, catawba                 | 1              | 10-12'      | 1 1/2-2" caliper, 2-3 stem, left of driveway |
| 913 Campbell St  | 4           | Kousa Dogwood                         | 1              | 2 1/2-3"    |  |
| 906 Fanning St   | 4           | Crape Myrtle, tuscara                 | 3              | 10-12'      | 1 1/2-2" caliper, 2-3 stem, 10th St side     |
| 705 Hanover St   | 4           | Crape Myrtle, tuscara                 | 1              | 10-12'      | 1 1/2-2" caliper, 2-3 stem                   |
| 711 Hanover St   | 4           | Crape Myrtle, natchez                 | 1              | 10-12'      | 1 1/2-2" caliper, 2-3 stem                   |
| 600 Brunswick St | 4           | Bosque Elm                            | 1              | 2 1/2-3"    |  |
| 608 Brunswick St | 4           | Bosque Elm                            | 1              | 2 1/2-3"    |  |
| 616 Brunswick St | 4           | Bosque Elm                            | 1              | 2 1/2-3"    |  |
| 703 Redcross St  | 4           | Crape Myrtle, tuscara                 | 2              | 10-12'      | 1 1/2-2" caliper, 2-3 stem                   |
| 1017 Hall St     | 6           | Kousa Dogwood                         | 1              | 2 1/2-3"    | on property line right of oak                |
| 308 N 15th St    | 7           | Highrise Live Oak                     | 1              | 2 1/2-3"    | behind sidewalk                              |
| 315 N 15th St    | 7           | Highrise Live Oak                     | 1              | 2 1/2-3"    | Rankin St side                               |

| <u>Location</u>  | <u>Grid</u> | <u>Variety</u>                      | <u># Trees</u> | <u>Size</u> | <u>Notes</u>                            |
|------------------|-------------|-------------------------------------|----------------|-------------|---|
| 315 N 15th St    | 7           | Crape Myrtle, miami                 | 1              | 10-12'      | 1 1/2-2" caliper, 2-3 stem              |
| 201 N 13th St    | 7           | Willow Oak ( Quercus phellos )      | 1              | 2 1/2-3"    | on Chestnut St side                     |
| 1207 Chestnut St | 7           | Yoshino Cherry, Prunus x yedoensis  | 2              | 2 1/2-3"    |   |
| 1407 Grace St    | 7           | Flowering Dogwood (Cornus florida ) | 1              | 2 1/2-3"    |   |
| 310 S 16th St    | 8           | Flowering Dogwood (Cornus florida ) | 1              | 2 1/2-3"    |   |
| 1211 Orange St   | 8           | Crape Myrtle, tuscarora             | 2              | 10-12'      | 1 1/2-2" caliper, 2-3 stem              |
| 1215 Orange St   | 8           | Crape Myrtle, tuscarora             | 2              | 10-12'      | 1 1/2-2" caliper, 2-3 stem              |
| 401 Dock St      | 9           | Highrise Live Oak                   | 1              | 2 1/2-3"    |   |
| 608 Dock St      | 9           | Crape Myrtle, catawba               | 1              | 10-12'      | 1 1/2-2" caliper, 2-3 stem              |
| 609 Dock St      | 9           | Highrise Live Oak                   | 1              | 2 1/2-3"    | between water meter & pole              |
| 919 Dock St      | 9           | Shumard Oak ( Quercus shumardi )    | 1              | 2 1/2-3"    |   |
| 314 Orange St    | 9           | Highrise Live Oak                   | 1              | 2 1/2-3"    |   |
| 517 Orange St    | 9           | Crape Myrtle, tuscarora             | 2              | 10-12'      | 1 1/2-2" caliper, 2-3 stem, 6th St side |
| 313 Ann St       | 9           | Highrise Live Oak                   | 1              | 2 1/2-3"    |   |
| 119 Nun St       | 9           | Flowering Dogwood (Cornus florida ) | 1              | 2 1/2-3"    | 2nd St side about 24' from pole         |
| 605 Nun St       | 9           | Crape Myrtle, miami                 | 1              | 10-12'      | 1 1/2-2" caliper, 2-3 stem              |
| 108 Church St    | 9           | Flowering Dogwood (Cornus florida ) | 2              | 2 1/2-3"    |   |
| 120 Church St    | 9           | Flowering Dogwood (Cornus florida ) | 1              | 2 1/2-3"    |   |
| 200 Church St    | 9           | Yoshino Cherry, Prunus x yedoensis  | 1              | 2 1/2-3"    |   |
| 313 Castle St    | 9           | Crape Myrtle, tuscarora             | 1              | 10-12'      | 1 1/2-2" caliper, 2-3 stem              |
| 33 S Front St    | 9           | Zelkova "Green Vase"                | 1              | 2 1/2-3"    |   |
| 422 S Front St   | 9           | Flowering Dogwood (Cornus florida ) | 1              | 2 1/2-3"    | Church St side                          |
| 212 S 2nd St     | 9           | Flowering Dogwood (Cornus florida ) | 1              | 2 1/2-3"    |   |
| 125 S 3rd St     | 9           | Crape Myrtle, natchez               | 3              | 10-12'      | 1 1/2-2" caliper, 2-3 stem, 4th St side |
| 3 S 4th St       | 9           | Highrise Live Oak                   | 1              | 2 1/2-3"    | right of walkway                        |
| 111 s 4th St     | 9           | Flowering Dogwood (Cornus florida ) | 1              | 2 1/2-3"    |   |
| 116 S 4th St     | 9           | Highrise Live Oak                   | 1              | 2 1/2-3"    |   |
| 125 S 4th St     | 9           | Crape Myrtle, miami                 | 1              | 10-12'      | left of walkway on 4th St side          |
| 510 S 4th St     | 9           | Crape Myrtle, natchez               | 1              | 10-12'      | 1 1/2-2" caliper, 2-3 stem              |
| 14 S 5th St      | 9           | Willow Oak ( Quercus phellos )      | 1              | 2 1/2-3"    |   |
| 213 S 6th St     | 9           | Willow Oak ( Quercus phellos )      | 1              | 2 1/2-3"    | right ( facing house )                  |

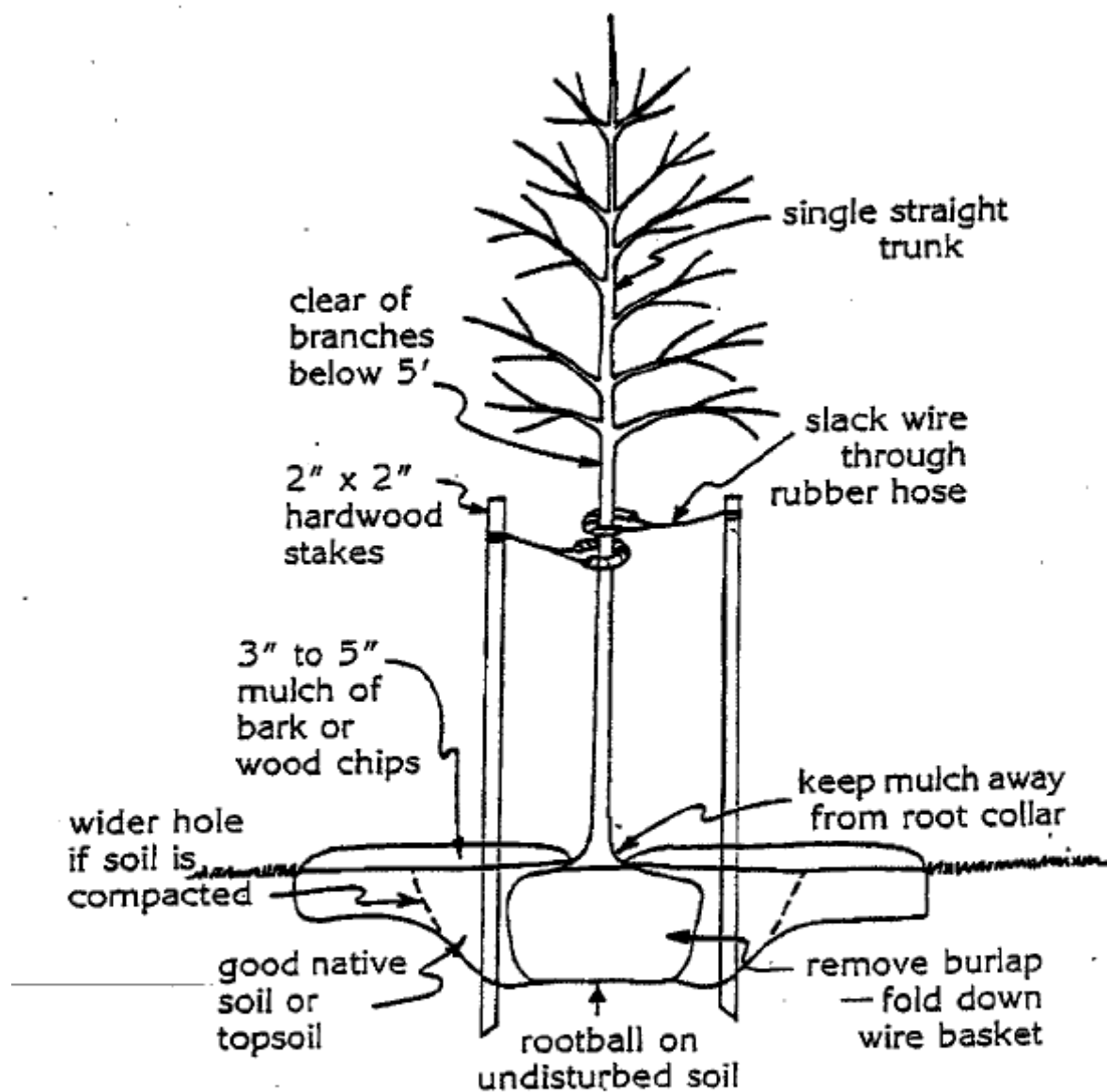


| <u>Location</u>     | <u>Grid</u> | <u>Variety</u>                        | <u># Trees</u> | <u>Size</u> | <u>Notes</u>  |
|---------------------|-------------|---------------------------------------|----------------|-------------|---|
| 217 S 6th St        | 9           | Foster Holly ( Ilex x attenuata # 2 ) | 1              | 10-12'      | tree formed   |
| 301 S 6th St        | 9           | Crape Myrtle, natchez                 | 3              | 10-12'      | 1 1/2-2" caliper, 2-3 stem, Ann St side 2 after pole 1 before |
| 411 Nun St          | 9           | Crape Myrtle, natches                 | 1              | 10-12'      | tree formed   |
| 319 S 6th St        | 9           | Yoshino Cherry, Prunus x yedoensis    | 1              | 2 1/2-3"    |   |
| 7 S 7th St          | 9           | Cherry Laurel                         | 1              | 10-12'      | tree formed   |
| 507 S 7th St        | 9           | Highrise Live Oak                     | 1              | 2 1/2-3"    |   |
| 511 S 7th St        | 9           | Highrise Live Oak                     | 1              | 2 1/2-3"    |   |
| 120 S 8th St        | 9           | Highrise Live Oak                     | 1              | 2 1/2-3"    |   |
| 125 S 8th St        | 9           | Highrise Live Oak                     | 1              | 2 1/2-3"    |   |
| 127 S 8th St        | 9           | Highrise Live Oak                     | 1              | 2 1/2-3"    |   |
| 1220 s 3rd St       | 10          | Willow Oak ( Quercus phellos )        | 1              |             |   |
| 220 Castle St       | 11          | Shumard Oak ( Quercus shumardi )      | 1              | 2 1/2-3"    |   |
| 624 S 5th St        | 11          | Crape Myrtle, natchez                 | 1              | 10-12'      | 1 1/2-2" caliper, 2-3 stem                                    |
| 718 S 5th St        | 11          | Willow Oak ( Quercus phellos )        | 2              | 2 1/2-3"    | 1 each side of walkway  |
| 410 Meares st       | 11          | Shumard Oak ( Quercus shumardi )      | 1              | 2 1/2-3"    |   |
| 820 Wooster St      | 12          | Crape Myrtle, tuscarora               | 2              | 10-12'      | 1 1/2-2" caliper, 2-3 stem, 9th St side                       |
| 1103 S 5th St       | 12          | Highrise Live Oak                     | 3              | 2 1/2-3"    | 2 on Meares St 1 on s 5th                                     |
| 146 Northern Blv    | 13          | Flowering Dogwood (Cornus florida )   | 4              | 2 1/2-3"    | Jackson St side   |
| 305 Northern Blv    | 13          | Crape Myrtle, tuscarora               | 2              | 10-12'      | 1 1/2-2" caliper, 2-3 stem                                    |
| 310 Northern Blv    | 13          | Willow Oak ( Quercus phellos )        | 1              | 2 1/2-3"    | middle median   |
| 2120 Adams St       | 13          | Flowering Dogwood (Cornus florida )   | 1              | 2 1/2-3"    |   |
| 2354 Adams St       | 13          | Flowering Dogwood (Cornus florida )   | 1              | 2 1/2-3"    |   |
| 1619 S Live Oak Pky | 20          | Highrise Live Oak                     | 1              | 2 1/2-3"    |   |
| 1801 S Live Oak pky | 20          | Highrise Live Oak                     | 2              | 2 1/2-3"    |   |
| 2205 Tattersalls    | 21          | Highrise Live Oak                     | 2              | 2 1/2-3"    |   |
| 2326 Tattersalls    | 21          | Highrise Live Oak                     | 4              | 2 1/2-3"    | 2 each side of driveway                                       |
| 2314 Waverly Dr     | 21          | Flowering Dogwood (Cornus florida )   | 3              | 2 1/2-3"    | add 1 right of driveway, 2 on left, not too close to driveway |
| 2121 Brandon Rd     | 22          | Willow Oak ( Quercus phellos )        | 2              | 2 1/2-3"    | Noble St side   |
| 2206 Brandon Rd     | 22          | Flowering Dogwood (Cornus florida )   | 1              | 2 1/2-3"    |   |
| 1801 Market St      | 23          | Willow Oak ( Quercus phellos )        | 1              | 2 1/2-3"    | Princess St side  |
| 1901 Princess St    | 23          | Highrise Live Oak                     | 1              | 2 1/2-3"    | 19th St side  |
| 1907 Princess St    | 23          | Highrise Live Oak                     | 1              | 2 1/2-3"    |   |

| <u>Location</u>        | <u>Grid</u> | <u>Variety</u>                          | <u># Trees</u> | <u>Size</u> | <u>Notes</u>                          |
|------------------------|-------------|---|----------------|-------------|---------------------------------------|
| 1709 Chestnut St       | 23          | Crape Myrtle, Natchez                   | 2              | 10-12'      | 1 1/2-2" caliper, 2-3 stem            |
| 1901 Chestnut St       | 23          | Willow Oak ( Quercus phellos )          | 1              | 2 1/2-3"    |                                       |
| 1903 Chestnut St       | 23          | Willow Oak ( Quercus phellos )          | 1              | 2 1/2-3"    |                                       |
| 2103 Chestnut St       | 23          | Crape Myrtle, tuscarora                 | 1              | 10-12'      | 1 1/2-2" caliper, 2-3 stem            |
| 217 N 22nd St          | 23          | Flowering Dogwood (Cornus florida )     | 1              | 2 1/2-3"    |                                       |
| 129 Kenwood Ave        | 25          | Crape Myrtle, catawba                   | 3              | 10-12'      | 1 1/2-2" caliper, 2-3 stem            |
| 2416 Princess Place Dr | 25          | Crape Myrtle, tuscarora                 | 2              | 10-12'      | 1 1/2-2" caliper, 2-3 stem            |
| 15 Colonial Dr         | 32          | Yoshino Cherry, Prunus x yedoensis      | 1              | 2 1/2-3"    |                                       |
| 120 Colonial Dr        | 32          | Crape Myrtle, miami                     | 2              | 10-12'      | 1 1/2-2" caliper, 2-3 stem            |
| 623 Colonial Dr        | 32          | Highrise Live Oak                       | 1              | 2 1/2-3"    |                                       |
| Randall Pky            | 32          | Highrise Live Oak                       | 1              | 2 1/2-3"    | by small parking lot ( forever tree ) |
| 2102 Metts Ave         | 33          | Saucer Magnolia, Magnolia soulangiana   | 1              | 8-10'       |                                       |
| 2230 Metts Ave         | 33          | Crape Myrtle, miami                     | 1              | 10-12'      | 1 1/2-2" caliper, 2-3 stem            |
| 1919 Wrightsville Ave  | 33          | Flowering Dogwood (Cornus florida )     | 2              | 2 1/2-3"    | on side street                        |
| 1812 Church St         | 33          | Flowering Dogwood (Cornus florida )     | 1              | 2 1/2-3"    | 19th St side                          |
| 1812 Church St         | 33          | Eastern Red Cedar                       | 1              | 8-10'       | 19th St side                          |
| 1913 Ann St            | 33          | Crape Myrtle, miami                     | 2              | 10-12'      | 1 1/2-2" caliper, 2-3 stem            |
| 507 S 19th St          | 33          | Forest Pansy Redbud                     | 1              | 2 1/2-3"    | between water meters                  |
| 509 S 19th St          | 33          | Forest Pansy Redbud                     | 1              | 2 1/2-3"    | left of driveway                      |
| 1921 Wolcott Ave       | 33          | Kousa Dogwood                           | 2              | 2 1/2-3"    |                                       |
| 2021 Pender Ave        | 33          | Flowering Dogwood (Cornus florida )     | 1              | 2 1/2-3"    |                                       |
| 1819 Perry Ave         | 33          | Flowering Dogwood (Cornus florida )     | 1              | 2 1/2-3"    |                                       |
| 1905 Perry Ave         | 33          | Flowering Dogwood (Cornus florida )     | 1              | 2 1/2-3"    |                                       |
| 1909 Perry Ave         | 33          | Flowering Dogwood (Cornus florida )     | 1              | 2 1/2-3"    |                                       |
| 1909 Perry Ave         | 33          | Forest Pansy Redbud                     | 1              | 2 1/2-3"    |                                       |
| 205 Borden Ave         | 33          | Flowering Dogwood (Cornus florida )     | 1              | 2 1/2-3"    |                                       |
| 205 Brookwood Ave      | 33          | Flowering Dogwood (Cornus florida )     | 1              | 2 1/2-3"    |                                       |
| 1213 Country Club Rd   | 34          | Red Maple, Acer rubrum "october glory " | 1              | 2 1/2-3"    |                                       |
| 1213 Country Club Rd   | 34          | Crape Myrtle, tuscarora                 | 1              | 10-12'      | 1 1/2-2" caliper, 2-3 stem            |
| 1401 Country Club Rd   | 34          | Highrise Live Oak                       | 1              | 2 1/2-3"    | mimosa pl side                        |

| <u>Location</u>           | <u>Grid</u> | <u>Variety</u>                      | <u># Trees</u> | <u>Size</u> | <u>Notes</u>                          |
|---------------------------|-------------|-------------------------------------|----------------|-------------|---------------------------------------|
| 1110 Essex Dr             | 34          | Highrise Live Oak                   | 1              | 2 1/2-3"    | between water meter & steps           |
| 2902 Cambridge Dr         | 34          | Crape Myrtle, tuscaraora            | 4              | 10-12'      | 1 1/2-2" caliper, 2-3 stem            |
| 2925 Cambridge Dr         | 34          | Flowering Dogwood (Cornus florida ) | 1              | 2 1/2-3"    |                                       |
| 2618 Mimosa Place         | 34          | Highrise Live Oak                   | 1              | 2 1/2-3"    |                                       |
| 2610 Park Ave             | 34          | Highrise Live Oak                   | 1              | 2 1/2-3"    | left                                  |
| 2810 Park Ave             | 34          | Flowering Dogwood (Cornus florida ) | 2              | 2 1/2-3"    |                                       |
| 2918 Park Ave             | 34          | Willow Oak ( Quercus phellos )      | 2              | 2 1/2-3"    | middle plaza                          |
| 2918 Park Ave             | 34          | Loblolly Pine, Pinustaeda           | 4              | 10-12'      | middle plaza                          |
| 2918 Park Ave             | 34          | Yoshino Cherry, Prunus x yedoensis  | 2              | 2 1/2-3"    | middle plaza                          |
| 4311 Peachtree Ave        | 36          | Flowering Dogwood (Cornus florida ) | 1              | 2 1/2-3"    | front                                 |
| 17th Extension            | 43          | Live Oak, Quercus virginia          | 1              | 2 1/2-3"    | near Steeplechase                     |
| 4304 Prescott Ct          | 43          | Yoshino Cherry, Prunus x yedoensis  | 1              | 2 1/2-3"    |                                       |
| 4325 Prescott Ct          | 43          | Yoshino Cherry, Prunus x yedoensis  | 1              | 2 1/2-3"    |                                       |
| 4000 Blk<br>Chippenham Dr | 43          | Highrise Live Oak                   | 4              | 2 1/2-3"    |                                       |
| 416 New Kent Dr           | 45          | Shumard Oak ( Quercus shumardi )    | 4              | 2 1/2-3"    | 1 front between 2 driveways 3 on side |
| 704 Royal Bonnet Dr       | 45          | Shumard Oak ( Quercus shumardi )    | 1              | 2 1/2-3"    |                                       |
| 708 Royal Bonnet Dr       | 45          | Shumard Oak ( Quercus shumardi )    | 1              | 2 1/2-3"    |                                       |
| 716 Royal Bonnet Dr       | 45          | Shumard Oak ( Quercus shumardi )    | 1              | 2 1/2-3"    |                                       |
| 720 Royal Bonnet Dr       | 45          | Shumard Oak ( Quercus shumardi )    | 1              | 2 1/2-3"    |                                       |
| 728 Royal Bonnet Dr       | 45          | Shumard Oak ( Quercus shumardi )    | 1              | 2 1/2-3"    |                                       |
| 732 Royal Bonnet Dr       | 45          | Shumard Oak ( Quercus shumardi )    | 1              | 2 1/2-3"    |                                       |
| 740 Royal Bonnet Dr       | 45          | Shumard Oak ( Quercus shumardi )    | 1              | 2 1/2-3"    |                                       |
| 744 Royal Bonnet Dr       | 45          | Shumard Oak ( Quercus shumardi )    | 3              | 2 1/2-3"    | 2 front 1 side                        |
| 709 Royal Bonnet Dr       | 45          | Shumard Oak ( Quercus shumardi )    | 4              | 2 1/2-3"    | from house to 50' from stop sign      |
| 717 Royal Bonnet Dr       | 45          | Shumard Oak ( Quercus shumardi )    | 2              | 2 1/2-3"    |                                       |
| 741 Royal Bonnet Dr       | 45          | Shumard Oak ( Quercus shumardi )    | 1              | 2 1/2-3"    |                                       |
| 745 Royal Bonnet Dr       | 45          | Shumard Oak ( Quercus shumardi )    | 1              | 2 1/2-3"    |                                       |

| <u>Location</u>     | <u>Grid</u> | <u>Variety</u>   | <u># Trees</u> | <u>Size</u> | <u>Notes</u>               |
|---------------------|-------------|--|----------------|-------------|----------------------------|
| 753 Royal Bonnet Dr | 45          | Shumard Oak ( Quercus shumardi )                                   | 1              | 2 1/2-3"    |                            |
| 757 Royal Bonnet Dr | 45          | Shumard Oak ( Quercus shumardi )                                   | 2              | 2 1/2-3"    |                            |
| 761 Royal Bonnet Dr | 45          | Shumard Oak ( Quercus shumardi )                                   | 2              | 2 1/2-3"    |                            |
| Royal Bonnet Dr     | 45          | Shumard Oak ( Quercus shumardi )                                   | 10             | 2 1/2-3"    | between 717 & 741          |
|                     |             |  |                |             |                            |
|                     |             | <b><u>Totals</u></b>   |                |             |                            |
|                     |             |  |                |             |                            |
|                     |             | Flowering Dogwood (Cornus florida )                                | 38             | 2 1/2-3"    |                            |
|                     |             | Kousa Dogwood  | 4              | 2 1/2-3"    |                            |
|                     |             | Yoshino Cherry, Prunus x yedoensis                                 | 11             | 2 1/2-3"    |                            |
|                     |             | Forest Pansy Redbud  | 4              | 2 1/2-3"    |                            |
|                     |             | Honey Locust ( thornless )   | 1              | 2 1/2-3"    |                            |
|                     |             | Foster Holly ( Ilex x attenuata # 2 )                              | 2              |             | 10-12' tree formed         |
|                     |             | Cherry Laurel  | 1              |             | 10-12' tree formed         |
|                     |             | Saucer Magnolia, Magnolia soulangiana                              | 1              |             | 8-10'                      |
|                     |             | Eastern Red Cedar  | 1              |             | 8-10'                      |
|                     |             | Red Maple, Acer rubrum "october glory "                            | 1              | 2 1/2-3"    |                            |
|                     |             | Loblolly Pine, Pinustaeda  | 4              |             | 10-12'                     |
|                     |             | Highrise Live Oak  | 40             | 2 1/2-3"    |                            |
|                     |             | Shumard Oak ( Quercus shumardi )                                   | 41             | 2 1/2-3"    |                            |
|                     |             | Willow Oak ( Quercus phellos )                                     | 20             | 2 1/2-3"    |                            |
|                     |             | Live Oak, Quercus virginia   | 1              | 2 1/2-3"    |                            |
|                     |             | Bosque Elm   | 3              | 2 1/2-3"    |                            |
|                     |             | Crape Myrtle, tuscaraora   | 28             |             | 1 1/2-2" caliper, 2-3 stem |
|                     |             | Crape Myrtle, miami  | 8              |             | 1 1/2-2" caliper, 2-3 stem |
|                     |             | Crape Myrtle, catawba  | 5              |             | 1 1/2-2" caliper, 2-3 stem |
|                     |             | Crape Myrtle, Natchez  | 12             |             | 1 1/2-2" caliper, 2-3 stem |
|                     |             | Zelkova "Green Vase"   | 1              | 2 1/2-3"    |                            |
|                     |             |  | <b>227</b>     |             |                            |
|                     |             |  |                |             |                            |
|                     |             | All Crape Myrtles 10-12' 2-3 stem<br>1 1/2-2" caliper              |                |             |                            |
|                     |             | Cathedral Live Oaks may be<br>substituted for "Highrise" Live Oaks |                |             |                            |



## TREE PLANTING DETAILS

**PROPOSAL SHEET**  
**QUOTE NAME: CITY WIDE TREE PLANTING**  
**QUOTE NUMBER: S**

| <b>QTY</b> | <b>DESCRIPTION</b>  | <b>PRICE EACH</b> | <b>TOTAL</b> |
|------------|---|-------------------|--------------|
| 38 Ea      | Flowering Dogwood (Cornus Florida)<br>(2-1/2"-3" )          | \$_____           | \$_____      |
| 4 Ea       | Kousa Dogwood<br>(2-1/2"-3")                                | \$_____           | \$_____      |
| 11 Ea      | Yoshino cherry, Prunus x yedoensis<br>(2-1/2"-3")           | \$_____           | \$_____      |
| 4 Ea       | Forest Pansy Redbud<br>(2-1/2"-3")                          | \$_____           | \$_____      |
| 1 Ea       | Honey Locust (thornless)<br>(2-1/2"-3")                     | \$_____           | \$_____      |
| 2 Ea       | Forest Holly (Ilex x attenuata #2)<br>(10'-12' Tree Formed) | \$_____           | \$_____      |
| 1 Ea       | Cherry Laurel<br>(10'-12' Tree Formed)                      | \$_____           | \$_____      |
| 1 Ea       | Saucer Magnolia, Magnolia Soulangiana<br>(8'-10')           | \$_____           | \$_____      |
| 1 Ea       | Eastern Red Cedar<br>(8'-10')                               | \$_____           | \$_____      |
| 1 Ea       | Red Maple, Acer Rubrum "October Glory"<br>(2-1/2"-3")       | \$_____           | \$_____      |
| 4 Ea       | Loblolly Pine, Pinustaeda<br>(10'-12')                      | \$_____           | \$_____      |
| 40 Ea      | Live Oak, "Highrise"<br>(2-1/2"-3")                         | \$_____           | \$_____      |
| 41 Ea      | Shumard Oak (Quercus Shumardi)<br>(2-1/2"-3")               | \$_____           | \$_____      |

| <b>QTY</b>         | <b>DESCRIPTION</b>   | <b>PRICE EACH</b> | <b>TOTAL</b>   |
|--------------------|--|-------------------|----------------|
| 20 Ea              | Willow Oak (Quercus Phellos)<br>(2-1/2"-3")                | \$_____           | \$_____        |
| 1 Ea               | Live Oak, (Quercus Virginia)<br>(2-1/2"-3")                | \$_____           | \$_____        |
| 3 Ea               | Bosque Elm<br>(2-1/2"-3")                                  | \$_____           | \$_____        |
| 28 Ea              | Crape Myrtle, Tuscarora<br>(1-1/2"-2" caliper, 2"-3" stem) | \$_____           | \$_____        |
| 8 Ea               | Crape Myrtle, Miami<br>(1-1/2"-2" caliper, 2"-3" stem)     | \$_____           | \$_____        |
| 5 Ea               | Crape Myrtle, Catawba<br>(1-1/2"-2" caliper, 2"-3" stem)   | \$_____           | \$_____        |
| 12 Ea              | Crape Myrtle, Natchez<br>(1-1/2"-2" caliper, 2"-3" stem)   | \$_____           | \$_____        |
| 1 Ea               | Zelkova "Green Vase"<br>(2-1/2"-3")                        | \$_____           | \$_____        |
| <b>GRAND TOTAL</b> |  |                   | <b>\$_____</b> |

**Contractor shall guarantee trees survival through April 1, 2011 one (1) year plus after completion date. The City of Wilmington will retain 10% of the total invoice to guarantee survival of trees as set forth in the Guarantee section.**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Mobile Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Contact Name

**3. RELEASE AND INDEMNITY**

To the fullest extent permitted by law, CONTRACTOR shall release, indemnify, keep and save harmless the CITY, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the CITY or third persons, and to all property proximately caused by the negligent performance or nonperformance by CONTRACTOR (or by any person acting for the CONTRACTOR or for whom the CONTRACTOR is responsible). The CONTRACTOR expressly understands and agrees that any performance bond or insurance protection required by this agreement, or otherwise provided by the CONTRACTOR, shall in no way limit the CONTRACTOR's responsibility to release, indemnify, keep and save harmless and defend the CITY as herein provided. The intention of the parties is to apply and construe broadly in favor of the CITY the foregoing provisions subject to the limitations, if any, set forth in N.C.G.S. 22B-1.

**4. PERSONNEL**

It is mutually agreed that CONTRACTOR is an independent contractor and not an agent of the CITY, and as such the CONTRACTOR shall not be entitled to any CITY employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

**5. CONFLICT OF INTEREST**

No paid employee of the CITY shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this agreement.

**6. NON-WAIVER OF RIGHTS**

It is agreed that the CITY'S failure to insist upon the strict performance of any provision of this agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this agreement.

**7. SUSPENSION OR TERMINATION OF AGREEMENT**

1. In the event that review of the CONTRACTORS performance shows non-conformance to the work required by this contract, the Scope of Services or other terms or conditions contained herein as a result of the CONTRACTOR'S negligent errors, omissions or acts, the CONTRACTOR shall be in breach of this agreement and the CITY may take corrective action as it deems necessary including, but not limited to, termination, withholding or reduction of payment.

2. The CITY shall also have the right to suspend this agreement upon written notice to the CONTRACTOR. Such written notice shall state the reasons for suspension and allow



for a review period of ten (10) days during which the CONTRACTOR shall be provided with an opportunity to respond with an explanation or justification, and/or shall undertake any reasonable remedial action required by the CITY. If, in the opinion of the CITY the CONTRACTOR remains in violation of this agreement at the completion of the ten (10) day suspension period, the CITY shall have the right to terminate this agreement whereupon all obligations of the CITY to the CONTRACTOR shall cease.

3. In the event this project is terminated prior to completion of the services by the CONTRACTOR, the CONTRACTOR shall be paid for services performed to the date of termination. (In no event will the amount due CONTRACTOR in the event of termination exceed that amount set forth in paragraph \_\_\_\_\_ of this agreement. CONTRACTOR shall be paid for all reimbursables, as defined herein, which are due him.)

4. This agreement may be terminated without cause by either party with thirty (30) days written notice.

5. Nothing contained herein shall prevent the CITY from pursuing any other remedy which it may have against CONTRACTOR including claims for damages.

## **8. ASSIGNMENT OF AGREEMENT**

It is mutually agreed by the parties hereto that this agreement is not transferable by either party without the written consent of the other party to this agreement.

## **9. INSURANCE REQUIREMENTS**

The amount of insurance to be provided for all coverages listed under this section shall be not less than \$1,000,000.00, unless otherwise specified, per occurrence for claims arising from bodily injury and/or property damage, including accidental death which may arise directly or indirectly from CONTRACTOR'S performance of professional services under this contract. The CONTRACTOR shall be responsible for any liability directly or indirectly arising out of professional services performed under this contract by a subcontractor which liability is not covered by the subcontractor's insurance.

1. The CONTRACTOR shall maintain during the life of this contract WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE covering all of the CONTRACTOR'S employees to be engaged in the work under this contract, providing the required statutory benefits under North Carolina Workers Compensation Law, and Employers Liability Insurance providing limits at least in the amount of \$500,000/500,000/500,000 applicable to claims due to bodily injury by accident or disease. Whenever work under this contract includes exposure to claims under the U. S. Longshoremen's and Harborworker's Act, such coverage shall be provided by appropriate endorsement to this policy.

2. The CONTRACTOR shall take out and maintain during the life of this contract COMMERCIAL GENERAL LIABILITY INSURANCE, including coverage for INDEPENDENT CONTRACTOR OPERATIONS, CONTRACTUAL LIABILITY assumed under the provisions of this contract, PRODUCTS/COMPLETED OPERATIONS LIABILITY and BROAD FORM PROPERTY DAMAGE LIABILITY insurance coverage. Exclusions applicable to explosion, collapse and underground hazards are to be deleted when the work to be performed involves these exposures. The CITY shall be named as an additional insured under this policy. Unless otherwise specified, this coverage shall be written providing liability limits at least in the amount of \$1,000,000, Combined Single Limits, applicable to claims due to bodily injury and/or property damage arising from an occurrence.

3. The CONTRACTOR shall take out and maintain during the life of this agreement AUTOMOBILE LIABILITY INSURANCE. Such coverage shall be written on a comprehensive form covering owned, non-owned and leased vehicles.

The CONTRACTOR shall furnish the schedule of insurance carried under this contract in the form of a Certificate of Insurance attested by the insurance carrier or appointed agent, indicating the type, amount, class of operations covered, effective date and expiration date of all policies. This Certificate shall be in six (6) counterparts and when the contract is signed by the CONTRACTOR, a copy thereof shall be inserted in each copy of the contract documents and upon insertion shall become a part of such documents. The insurance carrier or its agent shall also certify on these documents that it will notify the CITY by registered mail at least twenty (20) days prior to any cancellation or non-renewal of these coverages.

**10. FINDINGS CONFIDENTIAL**

All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the CONTRACTOR under this agreement are the property of the CITY. The CONTRACTOR agrees that any such documents shall not be made available to any individual or organization other than appropriate CITY officials without prior written approval of the CITY. Nothing contained in this paragraph shall be construed to prevent the CONTRACTOR from making information, reports and documents available to those individuals or firms directly concerned with the project involved with prior written agreement of the CITY.

**11. SUBCONTRACTS**

The CONTRACTOR shall utilize no subcontracts for carrying out the services to be performed under this agreement without the written approval of the CITY.

**12. ENTIRE AGREEMENT**

This agreement constitutes the entire understanding of the parties.

**13. BINDING EFFECT**

This agreement shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent contractors, and subcontractors of the parties.

**14. CONTINUING OBLIGATION**

The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the agreement.

**15. REFERENCE**

Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the agreement.

**16. INTERPRETATION**

All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard.

**17. PREAUDIT**

This contract has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act as evidenced by City Purchase Order No. \_\_\_\_\_ which is incorporated as if fully set out.

**18. IMMUNITY NOT WAIVED**

This agreement is governmental in nature for the benefit of the public and is not intended to be for private profit or gain. Any fees charged hereunder are intended to reflect as closely as possible the CITY'S actual cost and neither party intends to waive its sovereign immunity by reason of this agreement.

**19. SAVING CLAUSE**

If any section, subsection, paragraph, sentence, clause, phrase or portion of this agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

**20. OTHER LAWS AND REGULATIONS**

CONTRACTOR will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances regarding toxic, hazardous and solid wastes and any other pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. CONTRACTOR will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Management, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued there under.

**21. AMENDMENTS**

This agreement shall not be modified or otherwise amended except in writing signed by the parties.

**22. NON-DISCRIMINATION**

CONTRACTOR will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability or national origin. To the extent applicable, CONTRACTOR will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at CITY'S option, in a termination or suspension of this agreement in whole or in part.

IN WITNESS WHEREOF, the CITY has caused this agreement to be duly executed in its name and behalf and the VENDOR has caused this agreement to be duly executed in its name and behalf and its corporate seal to be hereunto affixed, and attested to.

CITY OF WILMINGTON, NORTH CAROLINA

BY: \_\_\_\_\_  
Sterling B. Cheatham, City Manager

WITNESS:

\_\_\_\_\_  
Daryle Parker, Purchasing Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas C. Pollard, City Attorney

#### CITY ACCOUNTANT'S CERTIFICATION

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act this the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Debra Mack, Finance Director

Project Number: \_\_\_\_\_ (if applicable)

Account Number: \_\_\_\_\_

Amount of Contract: \_\_\_\_\_

PO # \_\_\_\_\_

By: \_\_\_\_\_  
President/Vice President

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public, certify that  
\_\_\_\_\_, personally came before me this day and  
acknowledged that he (she) is President of \_\_\_\_\_, a  
corporation, and that by authority duly given and as the act of the corporation, he(she)executed the  
foregoing instrument on behalf of the corporation.

Witness my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public